

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

In Re:) Case No. 09-41872-PWB
HOMER LEE MILLER, JR.,) Chapter 7
)
)

REAFFIRMATION AGREEMENT

[Indicate all documents included in this filing by checking each applicable box.]

- | | |
|---|--|
| <input checked="" type="checkbox"/> Part A: Disclosures, Instructions, and Notice to Debtor (Pages 1 - 5) | <input checked="" type="checkbox"/> Part D: Debtor's Statement in Support of Reaffirmation Agreement |
| <input checked="" type="checkbox"/> Part B: Reaffirmation Agreement | <input type="checkbox"/> Part E: Motion for Court Approval |
| <input checked="" type="checkbox"/> Part C: Certification by Debtor's Attorney | <input type="checkbox"/> Proposed Order Approving Reaffirmation Agreement |

PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR

1. DISCLOSURE STATEMENT

DATE OF DISCLOSURE STATEMENT: 6/11/2009

BEFORE AGREEING TO REAFFIRM A DEBT, REVIEW THESE IMPORTANT DISCLOSURES:

SUMMARY OF REAFFIRMATION AGREEMENT. This Summary is made pursuant to the requirements of the Bankruptcy Code.

<u>AMOUNT REAFFIRMED:</u>	<u>ANNUAL PERCENTAGE RATE:</u>
\$ <u>26,621.13</u>	<u>10.75</u> %
<small>This is the amount of debt you have agreed to reaffirm. Your credit agreement may obligate you to pay additional amounts, which may come due after the date of this disclosure statement. Consult your credit agreement.</small>	
<small>The "AMOUNT REAFFIRMED" disclosed above includes the following fees and costs:</small>	
Attorney Fees: \$ <u>N/A</u>	
Costs: \$ <u>N/A</u>	

Notice of Security Interest: A security interest or lien in goods or property is asserted over the debt
Account No. 8411036781

that you are reaffirming. Fidelity Bank ("Creditor") has a security interest in the motor vehicle described below:

Motor Vehicle (Make/Model/Year) 2004 Toyota Sequoia; VIN 5TDZT38A54S220279
Original Purchase Price \$31,490.47

REPAYMENT SCHEDULE

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payment Are Due
49	681.55	Monthly Beginning 06/25/2009

Simple Interest Contract Disclosure: Your credit agreement is a simple interest contract. Please review your credit agreement for an explanation on how early or late payments effect the amount of interest due on your credit agreement.

2. INSTRUCTIONS AND NOTICE TO DEBTOR

NOTE: When this disclosure refers to what a creditor 'may' do, it does not use the word 'may' to give the creditor specific permission. The word 'may' is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).
2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.
3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.
4. If you were not represented by an attorney during the negotiation of your

reaffirmation agreement, you must have completed and signed Part E.

5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.
6. If you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D.
7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust,

mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the security property if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the security property, as agreed by the parties or determined by the court.

PART B: REAFFIRMATION AGREEMENT.

I (we) (hereinafter "I" shall refer to Debtor and Co-Debtor) agree to reaffirm the debts arising under the credit agreement described below.

BRIEF DESCRIPTION OF CREDIT AGREEMENT

Retail Installment Contract Date: 02/23/2007

Account No. 8411036781

Motor Vehicle Make/Model/Year:

2004 Toyota Sequoia; VIN 5TDZT38A54S220279

I agree to be bound by all the terms and conditions of the credit agreement, which is hereby incorporated by reference. I agree to the "ANNUAL PERCENTAGE RATE" disclosed in the PART A: DISCLOSURE STATEMENT. I agree to pay the "AMOUNT REAFFIRMED" disclosed in the PART A: DISCLOSURE STATEMENT. I agree to make monthly payments described in the REPAYMENT SCHEDULE disclosed in the PART A: DISCLOSURE STATEMENT each month until the debt has been satisfied. If the Creditor has agreed to any changes to the credit agreement as part of this Reaffirmation Agreement, such changes are listed below:

Description of any changes to the credit agreement made as part of this reaffirmation agreement:

DEBTOR AGREES TO MAIL TO CREDITOR ANY NOTICE OF RESCISSION TO THE CREDITOR AT THE FOLLOWING ADDRESS:

Fidelity Bank
c/o Ronald A. Levine, Esquire
Attorneys for Fidelity Bank
945 East Paces Ferry Road
Suite 2270
Atlanta, Georgia 30326

SIGNATURE(S):

Borrower:

Co-borrower, if also reaffirming these debts:

Homer Lee Milton Jr

(Print Name)

(Print Name)

(Signature)

(Signature)

Date:

6/18/09

Date:

Accepted by creditor:

Ronald A. Levine

(Print Name)

(Signature)

Date of creditor acceptance:

6-21-09

Account No. 8411036781

PART C: CERTIFICATION BY DEBTOR'S ATTORNEY

I hereby certify that:

- (1) this agreement represents a fully informed and voluntary agreement by the debtor;
- (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and
- (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

[Check the following box if the presumption of undue hardship exists for this agreement]

- ☐ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor's Attorney: Brian R. Cahn, Esquire

Signature of Debtor's Attorney: 

Date: 06/18/09

PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$ 1853.00, and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$ 1171.45, leaving \$ 681.55 to make the required payments on this reaffirmed debt. I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here:

I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Debtor's Signature:



Date:

6/14/09

Co-Debtor's Signature:

Date:



Document Page 8 of 9 INSTALLMENT CONTRACT

8411036781

Buyer HOMER LEE MILLER JR
Co-Buyer _____
Address 63 LEGEND CREEK COVE
City, State, Zip Code DOUGLASVILLE GA 30134

COBB COUNTY TOYOTA
Seller 2111 BARRETT LAKES BLVD NW
Address KENNESAW GA 30144
City, State, Zip Code _____

In this contract the words "I", "me", and "mine" refer to the Buyer and the Co-Buyers, jointly and severally, and the words "you", "your", and "yours" refer to the Seller (the original creditor) or Holder or Assignee hereof, except where the context otherwise requires.

VEHICLE PURCHASE

By signing this contract, I choose to purchase the vehicle described below, on credit under the terms and agreements on the FRONT and BACK of this contract. The following vehicle is accepted in its present condition, receipt of which is hereby acknowledged by me.
DESCRIPTION OF VEHICLE: I agree to buy, and the Seller agrees to sell the following vehicle:

USED 2004 TOYOTA SEQUOIA LTD 5TDZT38A545220279 Cyl. _____
New/Used Year Make Model Serial Number
Equipped with items checked: Auto. Trans. Air Cond. Sun Roof Power Windows Power Seats Power Door Locks

How I Will Repay You. I promise to pay to your order the principal amount of \$ 37110.00, plus interest on the unpaid balance of that amount. Interest will begin on the date of this Agreement and will continue until I pay in full. Interest will be at the rate of _____ % per year. I will pay 10.75 and interest in _____ consecutive installments of \$ _____ each, and a final installment equal to all unpaid principal plus all unpaid interest. My first installment will be due and payable on MARCH 25th and I will pay one installment on the same day of every month thereafter until principal and interest have been paid in full.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALES PRICE
The cost of my credit as a yearly rate. <u>10.75</u> %	The dollar amount the credit will cost me. \$ <u>14006.25</u> e	The amount of credit provided to me or on my Behalf. \$ <u>37110.00</u>	The amount I will have paid after I have made all payments as scheduled. \$ <u>51116.25</u> e	The total cost of my purchase on credit including downpayment of: \$ <u>2500.00</u> \$ <u>53616.25</u> e

MY PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	Payments Are Due (Monthly Beginning)
<u>75</u>	<u>681.55</u>	<u>MARCH 25th, 2007</u>

LATE CHARGE: If a payment is not paid in full within 10 days after it is due, I will pay a late charge of 5% of the entire payment whether or not I have paid any portion of the payment within 10 days after it was due, such late charge not to exceed \$50.00.

PREPAYMENT: If I pay off early, I may be subject to pay a penalty.

SECURITY INTEREST: I am giving a Security Interest in the vehicle being purchased.

ADDITIONAL INFORMATION: I should see the rest of this contract for any additional information about nonpayment, default, any required prepayment in full before the scheduled date, prepayment refunds, penalties and security interest.

"e" MEANS AN ESTIMATE.

INSURANCE

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type of Credit Insurance	Premium for the Original Term	My (Our) Choice of Coverage as Specified is Acknowledged by My (Our) Signature(s) Below
Credit Life for the Primary Insured	\$ <u>N/A</u>	Primary Insured _____ Date of Birth of the Primary Insured _____ X _____
Credit Disability (Available Only for the Primary Insured)	\$ <u>N/A</u>	Secondary Insured _____ Date of Birth of the Secondary Insured _____ X _____
Joint Credit Life for the Primary and Secondary Insureds	\$ <u>N/A</u>	

Mechanical Repair Coverage: Mechanical Repair Coverage is not required under this contract. If a premium is shown in 4.a. of the Itemization, it means I choose to get the coverage through you as follows: Name and Address of Company: N/A

Term: N/A months or N/A miles, whichever occurs first. N/A Deductible.

REQUIRED INSURANCE: Physical Damage Insurance and Vendor's Single Interest Insurance (VSI) are required, but I may obtain coverage from anyone that is acceptable to you. THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

ITEMIZATION OF AMOUNT FINANCED

- Cash Price (Including Accessories, Services, and Taxes): \$ 31490.47
- Total Downpayment:
 - Allowance On Trade-In: \$ 24313.35
 - Payoff on Trade-In Paid to: SUNTRUST \$ 30564.30
 - Net Trade-In (a. minus b., If Negative, Enter 0.): \$ 0.00
 - Cash Downpayment: \$ 2500.00
 - Total Downpayment (c. plus d.): \$ 2500.00
- Unpaid Balance of Cash Price (1 minus 2.e.) \$ 28990.47
- Other Charges Including Amounts Paid to Others On My Behalf:
 - Premium for Optional Mechanical Repair Coverage: \$ N/A
 - Premium for Optional Credit Life Insurance: \$ N/A
 - Title and Registration Fees: \$ 18.00
 - Excess of the Payoff of Existing Lien on Trade-In Over the Allowance on Trade-In Representing Additional Amount Financed: \$ 6251.03
(If 2.b. exceeds 2.a., enter amount. If 2.a. exceeds 2.b., enter N/A)
 - Other Charges: to: INSURANCE COMPANY for: VSI PREMIUM \$ 55.00
to: COBB COUNTY TOYOTA for: DOC FEE \$ 396.50
to: N/A for: N/A \$ N/A
to: JH & A for: GAP \$ 599.00
to: FWS AND COBB COUNTY for: SERVICE CONTRACT \$ 800.00
 - Total Other Charges and Amounts Paid to Others on My Behalf \$ 0119.53
- Amount Financed. (Amount of Credit You Will Get. 3 plus 4.f.) \$ N/A
- Loan Processing Fee (Prepaid Finance Charge.) \$ 37110.00
- Principal Amount of Loan \$ 37110.00

* Seller may retain a portion of these amounts.

WARRANTIES SELLER DISCLAIMS: THE SELLER IS NOT OFFERING ANY WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED BY THE SELLER COVERING THE VEHICLE, UNLESS THE SELLER EXTENDS A WRITTEN WARRANTY OR SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT. This provision does not affect any warranties covering the vehicle which may be provided by the manufacturer.

USED MOTOR VEHICLE TRADE REGULATION RULE: IF THE VEHICLE ON THIS CONTRACT IS USED, THE INFORMATION I SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

NOTICE TO THE BUYER: 1. DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANKS.

2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.

IN WITNESS WHEREOF, the parties have executed this instrument this _____ day of _____

3rd ACKNOWLEDGE RECEIPT OF A TRUE COPY HEREOF. FEBRUARY 2007

Seller COBB COUNTY TOYOTA

Buyer [Signature]

By [Signature] SERVICE MANAGER

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY INTEREST LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER: 5TDZT38A54S220279
DATE: 02/23/2007
VEHICLE TYPE: PASSENGER CAR
YEAR: 2004
MAKE: TOYOTA
MODEL: SEQUOIA
COLOR: WHITE
CURRENT TITLE NUMBER: 777089070663007

ODOMETER READ AT SALE: 1257027 Miles

MA TO

8411036781

FIDELITY BANK
PO BOX 105690
ATLANTA GA 30348 5690

OWNER

HOMER LEE MILLER JR
63 LEGEND CREEK CV
DOUGLASVILLE GA 30134 7909

1ST LIEN OR SECURITY INTEREST

FIDELITY BANK
PO BOX 105690
ATLANTA GA 30348 5690

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
STATE	BY	BY
2ND LIEN	BY	BY
3RD LIEN	BY	BY

The Georgia Department of Transportation has the pleasure to announce the Motor Vehicle Certificate of Title Act and this title is subject to the provisions of the Department of Transportation and the Motor Vehicle Title Act. The Department of Transportation is responsible for the issuance of the title and the Department of Transportation is responsible for the issuance of the title and the Department of Transportation is responsible for the issuance of the title.

Patricia Miller

018567327

STATE OF GEORGIA